Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
Presutti Laboratories, LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other Limited Liability Company

Citizenship (see guidelines) Illinois

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Mission Pharmacal Company
Internal Address:
Street Address: 10999 IH-10 West, Suite 1000
City: San Antonio
State: Texas
Country: USA Zip: 78230

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☑ Corporation Citizenship Texas
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☑ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) January 26, 2006

☑ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
3029927

Additional sheet(s) attached? ☐ Yes ☑ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Neal, Gerber & Eisenberg, LLP
Internal Address: IP Docketing Department
Street Address: 2 North LaSalle Street
Suite 2200
City: Chicago
State: Illinois Zip: 60602
Phone Number: 312-269-8000
Fax Number: 312-26-1747
Email Address: ipdocket@ngelaw.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 40.00
☐ Authorized to be charged by credit card
☑ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number 502,261
Authorized User Name Elizabeth A. Kostiuk

9. Signature: Elizabeth A. Kostiuk
Signature
February 7, 2006
Date
Elizabeth A. Kostiuk
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH $40.00 502261 3029927

ASSIGNMENT OF INTELLECTUAL PROPERTY

This **ASSIGNMENT OF INTELLECTUAL PROPERTY** (the "Assignment") is entered into as of January 26, 2006, by and between MISSION PHARMACAL COMPANY, a Texas corporation, having offices at 10999 IH-10 West, Suite 1000, San Antonio, Texas 78230 ("Buyer"), and PRESUTTI LABORATORIES, LLC, an Illinois limited liability company, having offices at 1685 Winnetka Circle, Rolling Meadows, Illinois, 60008 ("Seller"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller is the sole legal and beneficial owner of the entire right, title and interest in, to and under the following United States trademark registration (the "Trademark"):

Trademark	U.S. Registration Number
TINDAMAX	3029927

WHEREAS, Buyer has acquired the entire right, title and interest in, to and under certain assets and properties (collectively, the "Acquired Assets") of Seller, including, without limitation, the Trademark, pursuant to that certain Asset Purchase Agreement, dated as of January 26, 2006 (the "Purchase Agreement"), by and among Seller, John E. Presutti and Buyer; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute such instruments or transfer, sale and assignment as may be necessary or desirable to confirm said acquisition of the Acquired Assets by Buyer.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, Seller, intending legally to be bound, hereby covenants and agrees as follows:

1. Assignment of Trademarks. Seller hereby sells, assigns, transfers and sets over to Buyer, its successors and assigns, the entire right, title and interest of Seller in, to and under the Trademark, together with the goodwill of the business in which the Trademark is used and which goodwill is symbolized by the Trademark, and including, without limitation, the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademark and to file and obtain renewals thereof; all said right, title and interest to be held and enjoyed by Buyer, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Seller had this assignment not been made.

2. Further Assurances. After the delivery of this Assignment, Seller shall upon the reasonable request of Buyer execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Buyer's rights, title and interest in and to the Trademark acquired by the Buyer hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

MISSION PHARMACAL COMPANY

By: _____
Name: James P. Foody
Title: Vice President, Business Development

STATE OF TEXAS)
) ss
COUNTY OF BEXAR)

On this 26th day of January, 2006 before me personally appeared James P. Foody, to me personally known, who, being duly sworn, did say that he/she is the VICE PRESIDENT of Seller and that he/she duly executed the foregoing instrument for and on behalf of Seller being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Seller.

Barbara Keelan
Notary Public

My commission expires: 12/10/2009

PRESUTTI LABORATORIES, LLC

By: _____
Name: John E. Presutti
Title: Manager

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 2006 before me personally appeared _____, to me personally known, who, being duly sworn, did say that he is the _____ of Buyer and that he duly executed the foregoing instrument for and on behalf of Buyer being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Buyer.

_____
Notary Public

My commission expires: _____

BARBARA KEELAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-10-2009

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

MISSION PHARMACAL COMPANY

By:_____
Name: James P. Foody
Title: Vice President, Business Development

STATE OF _____)
) ss
COUNTY OF _____)

On this ____ day of _____, 2006 before me personally appeared _____, to me personally known, who, being duly sworn, did say that he/she is the _____ of Seller and that he/she duly executed the foregoing instrument for and on behalf of Seller being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Seller.

_____
Notary Public

My commission expires:_____

PRESUTTI LABORATORIES, LLC

By:_____
Name: John E. Presutti
Title: Manager

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 26th day of January 2006 before me personally appeared John E. Presutti to me personally known, who, being duly sworn, did say that he is the Manager of Buyer and that he duly executed the foregoing instrument for and on behalf of Buyer being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Buyer.

_____
Notary Public

My commission expires:_____

OFFICIAL SEAL
GUADALUPE CRUZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-18-2010